

NEGOTIATED CONTRACT (SUPPLIES AND SERVICES)

10 JAN 1967

REQUISITION OR OTHER PURCHASE AUTHORITY

CONTRACT/TASK ORDER NO.

ISSUING OFFICE

NAME

ADDRESS

Post Office Box 6788
Fort Davis Station
Washington, D. C. 20020

CONTRACTOR

CONTRACT FOR

AMOUNT

Wide Photo Print Straightener

APPROPRIATION AND OTHER ADMINISTRATIVE DATA

Defense Order rating DO- **A7**
Certified under DMS Regulation No. 1

Certification of the assigned DO rating
on this contract shall be as follows:
U. S. Government Classified Contract No.

This negotiated contract is entered into pursuant to statutory authority and any required determination and findings have been made.

This contract is entered into, by and between the United States of America, hereinafter called the Government, represented by the Contracting Officer executing this contract, and above named Contractor who is an ☐ Individual, ☐ Partnership, ☐ Corporation, incorporated in the State of _____, hereinafter called the Contractor.

The parties hereto agree that the Contractor shall furnish the facilities and deliver all supplies and perform all the services set forth in the attached Schedule, or Task Orders, issued hereunder, for the consideration stated therein.

The rights and obligations of the parties to this contract shall be subject to and governed by the terms and conditions on the reverse hereof, attached Schedule and General Provisions. To the extent of any inconsistency between the Schedule and General Provisions, and any specifications or other provisions which are made a part of the contract by reference or otherwise, the Schedule and the General Provisions shall control. To the extent of any inconsistency between the Schedule and the General Provisions, the Schedule shall control. (Sections A & E apply)

The Contractor represents (a) that it ☐ is, ☐ is not, a small business concern. For this purpose, a small business concern is a concern that (i) is not dominant in its field of operation and, with its affiliates, employs fewer than 500 employees, or (ii) is certified as a small business concern by the Small Business Administration. (See Code of Federal Reg., Title 13, Ch. II, Part 121 Fed. Reg. 9708, which contains the detailed definition and related procedures.), (b) that it ☐ has, ☐ has not, previously been denied a Small Business Certificate by the Small Business Administration, and (c) if offeror is a regular dealer, it also represents that all supplies to be furnished hereunder ☐ will, ☐ will not be manufactured or produced in the United States or its territories or possessions by a small business manufacturer or producer; and, further, makes the representations regarding contingent or other fees, set forth on the reverse hereof.

IN WITNESS WHEREOF, the parties hereto have executed this contract as of 3 January 19 67.

SIGNATURES (Type or print all names under all signatures)

THE UNITED STATES OF AMERICA

BY

TITLE

CONTRACTING OFFICER

WITNESSES (In case of corporation, witnesses not required, but certificate on the reverse must be completed.)

NOTICE

This material contains information affecting the National Defense of the United States within the meaning of the Espionage Laws, Title 18, U.S.C. Secs. 793 and 794, the transmission or revelation of which in any manner to an unauthorized person is prohibited by law.

CONFIDENTIAL

GROUP I
Excluded From Automatic
Downgrading And
Declassification

(12)

Declass Review by NGA.

SECRET

(When Filled In)

SECURITY NOTE

This contract and correspondence relating thereto must be handled in strict accordance with classified handling and storage instructions furnished the contractor under separate cover by the procuring activity.

NOTE: Contractor, if a corporation, should cause the following certificate to be executed under its corporate seal, provided that the same officer shall not execute both the contract and the certificate.

CERTIFICATE

I, _____, certify that I am the _____ of the corporation named as Contractor herein; that _____, who signed this contract on behalf of the Contractor, was then _____ of said corporation; that said contract was duly signed for and in behalf of said corporation by authority of its governing body, and is within the scope of its corporate powers.

(SIGNATURE) (Corporate Seal)

CONTRACTOR'S STATEMENT OF CONTINGENT OR OTHER FEES

The Contractor represents: (a) that he ☐ has, ☐ has not, employed or retained any company or person (other than a full-time bona fide employee working solely for the Contractor) to solicit or secure this contract; and (b) that he ☐ has, ☐ has not, paid or agreed to pay to any company or person (other than a full-time bona fide employee working solely for the Contractor) any fee, commission, percentage or brokerage fee, contingent upon or resulting from the award of this contract, and agrees to furnish information relating thereto as requested by the Contracting Officer. (Note: For interpretation of the representation, including the term "bona fide employee," see General Services Administration Regulations, Title 44, Secs. 150.7 and 150.5(d), Fed. Reg. Dec. 31, 1952, Vol. 17, No. 253.)

TERMS AND CONDITIONS

1. SELLER'S INVOICES -- Invoices shall be prepared and submitted in triplicate unless otherwise specified. Invoices shall contain the following information: Contract number, Order number (if any), Item number; contract description of supplies or services, sizes, quantities, unit prices, and extended totals. Bill of lading number and weight of shipment will be shown for shipments made on Government bills of lading. The Contractor or his authorized representative will sign ONLY the original (ribbon typed copy, if typed). When the invoice is signed or receipted in the name of a company or corporation the name of the person signing, as well as the capacity in which he signs, must appear. For example: "John Doe Company, by John Smith, Secretary," "Treasurer," or as the case may be.

2. LABOR INFORMATION -- Attention is invited to the possibility that wage determinations may have been made under the Walsh-Healey Public Contracts Act providing minimum wages for employees engaged in the manufacture for sale to the Government of the supplies covered by this contract. Information in this connection, as well as general information as to the requirements of the act concerning overtime payment, child labor, safety and health provisions, etc. may be obtained from Wage and Hour and Public Contracts Division, Department of Labor, Washington 25, D. C.

3. DISCOUNTS: In connection with any discount offered, time will be computed from date of delivery of the supplies to carrier when delivery and acceptance are at point of origin or from date of delivery at destination or port of embarkation when delivery and acceptance are at either of those points, or from date correct invoice or voucher (properly certified by the Contractor) is received in the office specified by the Government if the latter date is later than the date of delivery.

4. SAMPLES: Samples of items, when required, must be submitted within the time specified and at no expense to the Government. If not destroyed by testing, they will be returned at Contractor's request and expense, unless otherwise specified in the Schedule.

5. GOVERNMENT-FURNISHED PROPERTY -- No material, labor, or facilities will be furnished by the Government unless otherwise provided in the Schedule.

6. AGENTS -- Contracts signed by an agent must be accompanied by evidence of his authority.

7. ALTERATIONS -- Any alterations in this contract made by the Contractor must be initialed by both the Contractor and Contracting Officer.

8. MISTAKES -- Contractors are expected to examine the drawings, specifications, circulars, schedule and all instructions pertaining to the supplies or services. Failure to do so will be at the Contractor's risk. In case of mistake in extension of price the unit price will govern.

SECRET

C O N F I D E N T I A L

(SCHEDULE)

PAGE 1 OF 2 PAGES

SCOPE OF WORK:

The Contractor shall design and develop a wide photo print straightener to accommodate any width from 70MM to thirty (30) inches at continuously variable speeds. The Contractor will perform this Task Order in accordance with the [redacted] Proposal No. AX6-8027-2-Super Wide Print Straightener dated 31 August 1966 which is incorporated herein by reference and made a part of this Task Order.

DELIVERABLE ITEMS:

1. One prototype print straightener
2. Operational and maintenance instructions
3. Specifications and drawings

COMPENSATION/FUNDING:

This Task Order is awarded on a fixed price basis with a possible additional five (5) points of extra profit for outstanding performance. For the purpose of funding, only the minimum profit of ten percent (10%) of the Contractor's estimated costs is included in the contract. Therefore, the amount of [redacted] [redacted] has been obligated for this Task Order.

It is understood that this obligated amount shall stand as the final task order price unless the Contractor qualifies for the additional award for outstanding performance.

The Contractor may be awarded an additional five (5) points of profit based on the estimated cost, [redacted] by a determination by the Contracting Officer within forty-five (45) days following satisfactory completion of the work. This award for outstanding performance will be based on an evaluation of whether or not the final delivered items under this Task Order meet all the design objectives set forth in the Contractor's proposal of 31 August 1966 which has been incorporated into this Task Order.

PERIOD OF PERFORMANCE:

This Task Order shall run for the period 3 January 1967 through 23 May 1967.

CHANGE OF SCOPE:

Whenever a redirection of effort is required not within the scope originally contemplated, the Contractor may appeal to the Contracting Officer for a written order to perform and a statement that an equitable adjustment in price will be made. Failure to appeal to the Contracting Officer before embarking upon the changed work will not afford protection of the right to additional compensation for such work.

NOTICE

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C O N F I D E N T I A L

GROUP 1
EXCLUDED FROM AUTOMATIC DOWNGRADING
AND DECLASSIFICATION

Approved For Release 2005/06/06 : CIA-RDP78B04770A002500090011-5

(12-41)

C O N F I D E N T I A L

(SCHEDULE)

CONTRACT/TASK ORDER NO.

PAGE 2 OF 2 PAGES

25X

CONSIGNEE ADDRESS:

On all invoices submitted under this Task Order, the Contractor shall include the sponsor approved mailing address for payment.

SECURITY:

The item being procured hereunder is UNCLASSIFIED.

The association of the sponsor with the equipment being procured hereunder is classified CONFIDENTIAL. This classified information shall be divulged only on a need-to-know basis and then only to those who have been authorized in writing by this Government component to have access to classified information. Correspondence originated by the Contractor and/or data to be submitted hereunder, the contents of which contain classified information, or refer to the name and/or address of the Contracting Officer shall be stamped by you with the classification of CONFIDENTIAL.

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C O N F I D E N T I A L

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AND DECLASSIFICATION

☐ UNCLASSIFIED

☒ CONFIDENTIAL

☐ SECRET


Approved For Release 2005/06/06 : CIA-RDP78B04770A002500090011-5

(specify)

REQUEST TO PROCUREMENT DIVISION FOR SERVICES

(other than property or building maintenance and repairs)

INSTRUCTIONS: (1) As appropriate, refer to Contract, Task Order, Proposal Numbers and attach any proposals, specifications or justifications. Obtain hereon or attach evidence of R & D approval as required by DDCI Memo of 23 December 1963, ER 63-8811. (2) Obtain Technical Officer approval or concurrence as appropriate. (3) Include in the narrative portion amplification of particular security requirements and any delivery or consignee instructions.

REQUEST NO. 55-2616-67	DATE OF REQUEST 19 October 66	PROCUREMENT DIV. ASSIGNMENT	DATE RECD IN PD. 25X1
TYPE OF SERVICE REQUESTED		REQUESTING OFFICE NDIC	APPROVING OFFICER 25X1
<input checked="" type="checkbox"/> RESEARCH/DEV. (1) (2) (3) <input type="checkbox"/> GRANT (1) (2) (3) <input type="checkbox"/> REPAIR (3) <input type="checkbox"/> MAINTENANCE (3) <input type="checkbox"/> MODIFICATION (1) (2) (3)		CONTACT OFFICER	TELEPHONE
STERILITY CODE 0 <input checked="" type="checkbox"/> 1 <input type="checkbox"/> 2 APPLIES			
REPAIR OR MAINTENANCE SERVICE HAS BEEN SATISFACTORILY COMPLETED 		SIGNATURE	

MATERIAL LOCATED OR SERVICES TO BE PERFORMED AT

NARRATIVE DESCRIPTION OF SERVICES REQUESTED

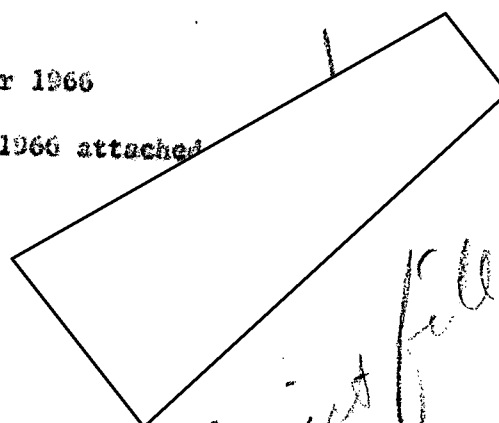
Develop a wide photo print straightener to accommodate any width from 70mm to 30 inches at continuously variable speeds.



10097

R & D Approved by D/NDIC on 18 October 1966

Proposal #AX6-8027-2 dated 31 August 1966 attached



Project file

P.O.S. 10 Aug 1966

FORM 3-66

2420

☐ UNCLASSIFIED

☒ CONFIDENTIAL

☐ SECRET

☐ (specify)

(5-12-38)